

RESOLUTION NO. 163 - 21
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION

A Resolution Approving Addendum 1 to the Agreement for Clinical Practicum and/or Internship/Externship Education and Addendum 1 to the Funding Agreement with Northern Arizona University

- WHEREAS:** The Yavapai-Apache Tribal Council (“Council”) is authorized to represent the Yavapai-Apache Nation (“Nation”) and act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation (“Constitution”) as provided under Article V(a) of the Constitution; and
- WHEREAS:** The Council is authorized to negotiate and enter into agreements with federal, state and local governments as provided under Article V(b) of the Constitution; and
- WHEREAS:** The Council is authorized to manage all tribal economic affairs and to appropriate and regulate the use of the Nation’s funds as provided under Article V(i) and (k), respectively, of the Constitution; and
- WHEREAS:** The Nation owns and operates the Yavapai-Apache Health Center for the benefit of its community members (“Health Center”); and
- WHEREAS:** Since 2009, the Nation, acting through the Health Center, has maintained a relationship with Northern Arizona University (“NAU”) under which students from the University’s College of Health and Human Services participate in a clinical practicum and/or internship/externship program approved by the University and conducted at the Health Center, and under which a program of dental hygiene is provided for the benefit of Health Center patients; and
- WHEREAS:** The Nation’s relationship with NAU for the Dental Hygiene Program is documented under an Agreement for Clinical Practicum and/or Internship/Externship Education (the “Agreement”), which was approved by the Council on November 29, 2016 through Resolution No. 212-16; and
- WHEREAS:** Under the Agreement NAU assigns a faculty member to provide supervision for the participating students and the cost of the salary and benefits of the faculty member is paid in part from grant funds received by NAU and in part from the funds provided by the Nation; and
- WHEREAS:** The Nation’s funding commitment in support of the Agreement is documented through a Funding Agreement, also approved by the Council through Resolution No. 212-16; and

WHEREAS: The current Agreement expires on September 14, 2021 and the Medical Clinic Manager recommends renewal of the Agreement for another five-year term (September 15, 2021 through September 14, 2026) through approval of Addendum 1 attached to this Resolution as Exhibit A and incorporated herein by reference; and

WHEREAS: The current Funding Agreement also expires on September 14, 2021 and the Medical Clinic Manager recommends renewal of the Funding Agreement for another five-year term (September 15, 2021 through September 14, 2026) through approval of Addendum 1 of the Funding Agreement attached to this Resolution as Exhibit B and incorporated herein by reference; and

WHEREAS: The Council finds it in the best interest of the Nation to approve Addendum 1 to the Agreement for Clinical Practicum and/or Internship/Externship Education and Addendum 1 to the Funding Agreement with NAU for another five-year term.

NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Nation Tribal Council, in Council assembled, at which a quorum is present, hereby approves Addendum 1 to the Agreement for Clinical Practicum and/or Internship/Externship Education with Northern Arizona University attached to this Resolution as Exhibit A.

BE IT FURTHER RESOLVED that the Council approves Addendum 1 to the Funding Agreement with Northern Arizona University attached to this Resolution as Exhibit B.

BE IT FURTHER RESOLVED that payments under the Funding Agreement will be through such annual appropriations as may be made, in the complete discretion of the Council, to the annual budget of the Nation's Medical Clinic in the sum of Ten Thousand Dollars (\$10,000.00), as provided in the Funding Agreement, and nothing in this Resolution shall be construed as an annual funding obligation on the part of the Nation except as may be determined annually by the Council as part of the Nation's annual budgeting process.

BE IT FINALLY RESOLVED that the Chairman and Vice-Chairwoman, or either of them, are hereby authorized to take such further action as deemed necessary to carry out the intent and purposes of this Resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on August 26 2021, by a vote of 8 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.



Jon Huey, Chairman

ATTEST:

Karla Reimer
Karla Reimer, Council Secretary

Approved as to Form:

Risa Estenson
Office of the Attorney General

EXHIBIT A

Addendum 1 to the Agreement for Clinical Practicum
and/or Externship/Internship Education
with Northern Arizona University



ADDENDUM 1

This Addendum to the AGREEMENT FOR CLINICAL PRACTICUM AND/OR INTERNSHIP/EXTERNSHIP EDUCATION, Contract#523, by and between **Yavapai-Apache Nation (Yavapai-Apache Health Center)** and **Arizona Board of Regents for and on behalf of Northern Arizona University**, effective September 14, 2016 and executed on December 5, 2016, as authorized by Resolution No. 212-16 of the Governing Body of the Yavapai-Apache Nation, has been prepared to renew and revise the term of the Agreement.

The original Agreement contains an option to renew or revise the Agreement for another term by way of a written addendum signed by both parties. By exercising this option for the first time, the parties now extend the Agreement for the period from September 15, 2021 through September 14, 2026.

All other terms and conditions of the original Agreement and its Exhibits and Appendices remain unchanged and in effect.

The undersigned have read the foregoing Addendum and, as authorized signatories of the respective undersigned entities, hereby agree to be bound by it.

Yavapai-Apache Nation (Yavapai-Apache Health Center)

Arizona Board of Regents for and on behalf of Northern Arizona University

Signature

Signature

Printed Name

Karen Pugliesi, PhD

Printed Name

Title

Interim Provost and Vice President for Academic Affairs

Title

Date

Date

EXHIBIT B

Addendum 1 to the Funding Agreement
with Northern Arizona University

In Support of:

Agreement for Clinical Practicum and/or
Internship/Externship Education

